

**UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO**

In re:

THE FINANCIAL OVERSIGHT AND MANAGEMENT
BOARD FOR PUERTO RICO,

as representative of

THE COMMONWEALTH OF PUERTO RICO, *et al.*,

Debtors.¹

PROMESA

Title III

No. 17 BK-3283-LTS

(Jointly Administered)

In re:

THE FINANCIAL OVERSIGHT AND MANAGEMENT
BOARD FOR PUERTO RICO,

as representative of

THE PUERTO RICO HIGHWAYS AND
TRANSPORTATION AUTHORITY,

Debtor.

PROMESA

Title III

No. 17 BK-3567-LTS

**NOTICE OF EXECUTORY CONTRACTS
TO BE ASSUMED PURSUANT TO HTA TITLE III PLAN OF ADJUSTMENT**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU
OR ONE OF YOUR AFFILIATES MAY BE A COUNTERPARTY TO AN
EXECUTORY CONTRACT WITH THE DEBTOR
AS SET FORTH ON EXHIBIT A ATTACHED HERETO**

PLEASE TAKE NOTICE that, pursuant to an order, dated October 12, 2022 [ECF No. 1415 in Case No. 17-3567] (the “Confirmation Order”), the *Modified Fifth Amended Title III Plan*

¹ The Debtors in these Title III Cases, along with each Debtor’s respective Title III case number and the last four (4) digits of each Debtor’s federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (the “Commonwealth”) (Bankruptcy Case No. 17 BK 3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation (“COFINA”) (Bankruptcy Case No. 17 BK 3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority (“HTA”) (Bankruptcy Case No. 17 BK 3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico (“ERS”) (Bankruptcy Case No. 17 BK 3566-LTS) (Last Four Digits of Federal Tax ID: 9686); (v) Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy Case No. 17 BK 4780-LTS) (Last Four Digits of Federal Tax ID: 3747); and (vi) Puerto Rico Public Buildings Authority (“PBA”) (Bankruptcy Case No. 19-BK-5523-LTS) (Last Four Digits of Federal Tax ID: 3801). Title III case numbers are listed as Bankruptcy Case numbers due to software limitations.

of Adjustment of the Puerto Rico Highways and Transportation Authority, dated September 6, 2022 (as amended, supplemented, or modified, the “Plan”),² was confirmed by the United States District Court for the District of Puerto Rico (the “Court”).

PLEASE TAKE FURTHER NOTICE that, on December 2, 2022, the Financial Oversight and Management Board for Puerto Rico (the “Oversight Board”), as sole Title III representative of the Puerto Rico Highways and Transportation Authority (“HTA” or the “Debtor”), pursuant to section 315(b) of the *Puerto Rico Oversight, Management, and Economic Stability Act* (“PROMESA”),³ filed the *Third Amended Plan Supplement and Plan Related Documents of the Puerto Rico Highways and Transportation Authority* [ECF No. 1445 in Case No. 17-3567] (the “Third Amended Plan Supplement”).

PLEASE TAKE FURTHER NOTICE that, attached to the Third Amended Plan Supplement as Exhibit C is a schedule of Executory Contracts to be Assumed (the “Schedule”), a copy of which is attached hereto as **Exhibit A**. Pursuant to Section 27.1 of the Plan, the Debtor intends to assume, as of the Effective Date of the Plan, the Executory Contracts listed in the Schedule.

PLEASE TAKE FURTHER NOTICE that, the Debtor has conducted a review of its books and records and have determined that the cure amount for unpaid monetary obligations due and/or that could have been sought in accordance with Executory Contracts is as set forth on **Exhibit A** attached hereto (collectively, the “Cure Costs”).

PLEASE TAKE FURTHER NOTICE that, if you disagree with the proposed Cure Costs or the assumption of the Executory Contracts to which you are a party, your objection must: (i) be

² Unless otherwise defined in this Notice, capitalized terms used herein shall have the meanings ascribed to them in the Plan.

³ PROMESA is codified at 48 U.S.C. §§ 2101-2241.

in writing, in English, and signed; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of this Title III case; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Costs, state the correct cure amount alleged to be owed, together with any applicable and appropriate documentation in support thereof; and (iv) be filed electronically with the Court on the dockets of *In re Commonwealth of Puerto Rico*, Case No. 17 BK 3283-LTS and *In re Puerto Rico Highways and Transportation Authority*, Case No. 17 BK 3567-LTS, through the Court's case filing system in searchable portable document format **on or before December 22, 2022, at 5:00 p.m. (prevailing Atlantic Standard Time)** (the "**Cure Objection Deadline**"), and (v) be served upon the Office of the United States Trustee for the District of Puerto Rico, Edificio Ochoa, 500 Tanca Street, Suite 301, San Juan, PR 00901 (re: In re: Puerto Rico Highways and Transportation Authority) so as to be received **on or before** the Cure Objection Deadline.

PLEASE TAKE FURTHER NOTICE that, if no objection to the Cure Costs(s) or the assumption of any Executory Contract is filed by the Cure Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Costs as determined by the Debtor are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount for any amounts due and/or that could have been sought as Cure Costs in accordance with the Executory Contracts, (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assumption on the grounds that the Debtor has not provided adequate assurance of future performance as of the Effective Date.

PLEASE TAKE FURTHER NOTICE that, if there are any objections filed to the proposed assumption of the Executory Contracts listed on **Exhibit A** attached hereto or related Cure Cost(s), the Title III Court shall hold a hearing on a date to be set by the Title III Court.

PLEASE THAT FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Executory Contract on the Schedule does not require or guarantee that such Executory Contract will be assumed by the Debtor at any time, and all rights of the Debtor with respect to such Executory Contracts are expressly reserved.

PLEASE TAKE FURTHER NOTICE that all documents filed in these Title III case are available (a) free of charge by visiting <https://cases.ra.kroll.com/puertorico> or by calling +1 (844) 822-9231, and (b) on the Court's website at <http://www.prd.uscourts.gov>, subject to the procedures and fees set forth therein.

Dated: December 2, 2022
San Juan, Puerto Rico

Respectfully submitted,

/s/ Brian S. Rosen

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Exhibit A

Schedule of Assumed Executory Contracts

Schedule of Executory Contracts to be Assumed

The Debtor reserves the right to amend, on or prior to the Effective Date, this schedule to delete any Executory Contract therefrom or add any Executory Contract or Unexpired Lease, in which event such Executory Contract(s) or Unexpired Lease(s) shall be deemed to be, as the case may be, either assumed, or assumed and assigned as of the Effective Date.

Description of Executory Contract	Counterparty(ies)	Cure Amount
<p>Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority, as amended.</p> <p>Waiver and Amendment Agreement to Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority.</p> <p>Amendment and Consent Agreement No. 2 to Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority.</p> <p>Amendment Agreement No. 3 to Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority.</p> <p>Amendment Agreement No. 4 to Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority.</p> <p>Agreed Modifications and Amendment Agreement No. 5 to Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority.</p> <p>Amendment Agreement No. 6 to Toll Roads Concession Agreement between Autopistas Metropolitanas de Puerto Rico, LLC and the Puerto Rico Highways and Transportation Authority.</p>	Autopistas Metropolitanas de Puerto Rico, LLC	\$0.00

Description of Executory Contract	Counterparty(ies)	Cure Amount
<p>Escrow Agreement by and among Autopistas Metropolitanas de Puerto Rico, LLC, the Puerto Rico Highways and Transportation Authority, and Banco Popular de Puerto Rico, as amended.</p> <p>Amendment Agreement No. 1 to the Original Escrow Agreement and Disbursement Instructions by and among Autopistas Metropolitanas de Puerto Rico, LLC, the Puerto Rico Highways and Transportation Authority, and Banco Popular de Puerto Rico.</p> <p>Exhibit A to Amendment No. 1 to the Original Escrow Agreement and Disbursement Instructions by and among Autopistas Metropolitanas de Puerto Rico, LLC, the Puerto Rico Highways and Transportation Authority and Banco Popular de Puerto Rico.</p>	<p>Autopistas Metropolitanas de Puerto Rico, LLC</p> <p>Banco Popular de Puerto Rico</p>	<p>\$0.00</p>
<p>New Escrow Agreement by and among Autopistas Metropolitanas de Puerto Rico, LLC, the Puerto Rico Highways and Transportation Authority and Banco Popular de Puerto Rico.</p>	<p>Autopistas Metropolitanas de Puerto Rico, LLC</p> <p>Banco Popular de Puerto Rico</p>	<p>\$0.00</p>